

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF DENTON AND DENTON COUNTY FRIENDS OF THE FAMILY FOR THE 2025 TOUCH A TRUCK EVENT SPONSORSHIP; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Denton hereby finds that the agreement between the City and Denton County Friends of the Family for funds to be used for the 2025 Touch a Truck event sponsorship, which is attached hereto and made a part hereof by reference (the "Agreement"), serves a municipal and public purpose and is in the public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recital and findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance as if fully set forth herein.

SECTION 2. The City Manager, or designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City necessary to accomplish the intent and purpose of this Ordinance and the Agreement, including the expenditure of funds as provided in the Agreement.

SECTION 3. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by _____ and seconded by _____. The Ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2024.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

**SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON COUNTY FRIENDS OF THE FAMILY**

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Denton County Friends of the Family, a non-profit Texas corporation that is a federally tax-exempt legal entity under the Internal Revenue Code pursuant to 26 U.S. Code § 501 (c) (3), hereinafter referred to as "Organization" to provide cash, in-kind services, or both, hereinafter referred to as "Sponsorship Funds" for the 2025 Touch a Truck event "Sponsored Activity."

RECITALS

A. The City of Denton desires to provide a combination of monetary and in-kind services and resources support through annually allocated and budgeted funds to non-profit and civic-minded programs and organizations that further a charitable cause, economic or community growth, or serve a public interest; and

B. The Organization has demonstrated corporate good standing with the State of Texas; and

C. The Organization is based in the City of Denton and will conduct an activity for which support is requested in the City of Denton; and

D. The Organization does not represent a for-profit enterprise; and

E. The activity furthers a charitable cause, economic or community growth, or public interest that benefits the entire community; and

F. The activity will be available or open to the public; encourages community engagement; will be held in a safe, accessible, and family-friendly location; and supports the City's mission, vision, and core values in a positive manner; and

G. The activity will comply with the City of Denton Special Events Ordinance; including providing liability insurance in accordance with the City's requirements; and

H. City has determined that sponsorship of the 2025 Touch A Truck event hereinafter referred to as the "Sponsored Activity" serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, projects, or services provided for events and programs that meet the City of Denton Sponsorship Guidelines.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. INCORPORATION

The recital(s) set forth above are incorporated herein as if set forth in this Agreement in their entirety.

II. SCOPE OF SPONSORSHIP

The City shall pay Two Thousand and Forty Dollars (\$2,040.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A".

The City shall provide in-kind Sponsorship support of One Thousand One Hundred and Twenty Dollars (\$1,120.00) to Organization to be utilized by Organization in accordance with the Sponsorship Funds budget attached hereto as Exhibit "B".

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the Sponsored Activity identified in the first paragraph of this Agreement.

B. Organization acknowledges receipt of the City of Denton Sponsorship Guidelines as attached as Exhibit "C" and incorporated herein by reference "Guidelines" and agrees to maintain compliance with sponsorship eligibility requirements as outlined therein.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified by the Organization as restricted funds for audited financial purposes. A Financial Report must be submitted by the end of the agreement term in a report specified by the City.

E. Organization shall complete and submit an Event Performance Report as attached as Exhibit "D", within 30 days after the last day of the Sponsored Activity.

F. Upon request, Organization shall provide to City its bylaws and any of its policies, rules and regulations that City deems may be relevant to this Agreement.

G. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the time for performance provided in Section IV of this Agreement.

H. Organization will appoint a representative who will be available to meet with City officials when requested.

I. Sponsored Activity organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- Sponsored Activity organizers must submit a completed Special Event application to the City no later than 60 days prior to the Sponsored Activity start date. Activities requiring City Council approval must be submitted no later than 90 days prior to the Sponsored Activity start date. All required Special Event permits must be obtained and documentation completed and submitted to the City no later than 30 days prior to the Sponsored Activity start date.
- Sponsored Activity organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the Sponsored Activity. The City will not provide labor for vendors or Sponsored Activity organizers.
- Sponsored Activity organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting, operating, managing, or overseeing the Sponsored Activity in any manner, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

J. Organization shall make available for purchase by the City 11 tickets at the regular price stated on the face of the ticket up to thirty (30) days prior to the start of the event. Sponsorship Funds shall not be used to compensate the Organization for tickets. The payment from the City for tickets shall be made separately from any payment of the Sponsorship Funds provided to the Organization. No Sponsorship Funds shall be used for tickets or for any other purpose not provided for in the Agreement. Tickets may not be provided to the City if payment for such tickets is not made consistent with this paragraph. The City may not accept tickets if payment for such tickets is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit E, City Official Community Partnership Event Attendance SOP.

K. Organization shall provide insurance as provided in Section XVI.D.

L. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. TIME OF PERFORMANCE

The Sponsored Activity sponsored by City shall be undertaken and completed by Organization within the term of this Agreement.

The term of this Agreement shall commence on the Effective Date (hereinafter defined) and terminate September 30, 2025 unless the contract is sooner terminated pursuant to the terms of this Agreement.

V. PAYMENTS

- A. City shall pay the awarded amount of Sponsorship Funds only:
1. after all outstanding invoices with the City been paid in full;
 2. after all reporting requirements from prior year programs have been met; and
 3. after the Effective Date of this Agreement.
- B. Organization shall refund to City within ten (10) working days of City's request any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:
1. has resulted in overpayment to Organization;
 2. has not been spent strictly in accordance with the terms of this Agreement;
 3. is not sufficiently supported to fully justify the expenditure; or
 4. has not been expended by midnight of the Agreement's termination date.
- C. City shall provide in-kind Sponsorship support on the date of the approved Sponsored Activity for services in Exhibit B.
- D. Organizations shall pay the City the balance for in-kind Sponsorship support for services performed by the City in excess of the approved award.
- E. City shall invoice Organization for estimated balance of requested in-kind Sponsorship support after the Effective Date of this Agreement.
- F. Organization must provide City payment by September 30 of the Agreement year for City services provided.
- G. Payment for actual cost(s) incurred in excess of the approved award for services performed by the City must be paid by September 30 unless the Sponsored Activity is completed or occurs after September 1 during the Agreement term. Payment for special events occurring after September 1 of the Agreement year must provide the City payment for services provided by the City in excess of the approved award within 30 days after the invoice date following the special event.

H. City shall refund Organization within 30 days of the last date of the special event, any sum of in-kind Sponsorship payment which has been paid by Organization and which City determines has resulted in overpayment by the Organization.

VI. EVALUATION

A. Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide to the City its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds no later than sixty (60) days after the Sponsored Activity. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

B. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.

C. All external or internal evaluation reports.

D. An explanation of any major changes in Organization's program or services.

E. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five (5) years.

F. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VII. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of the date of approval of the minutes.

VIII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may also terminate this Agreement for convenience. Upon termination of this Agreement, only those expenditures authorized by Exhibit A, Exhibit B, and the program guidelines in Exhibit C, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City. Organization must repay any funds received from the City immediately upon termination if the funds have not been spent in accordance with this Agreement. The Organization may terminate this Agreement in writing prior to the City performing any of the City's obligations under this Agreement.

IX. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable federal, state, and local laws. Organization agrees the Sponsored Activity will be open and available to all members of the public, and the Organization will not discriminate against any person or class of persons by reason of race, color, national origin, age, religion, disability, sex, sexual orientation, and gender identity regarding attendance of or participation in the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on equitable and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and federal rules and regulations.

C. In the event of noncompliance by Organization with federal, state, or local law, or the nondiscrimination requirements in paragraph A., the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be ineligible to receive Sponsorship Funds for future projects or events.

X. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone and will not undergo any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that

since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing obligation or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, or except as shown in the financial statements furnished by Organization to City.

G. No outstanding obligation, lien, or other encumbrance, including those shown on the Organization's financial statements prevents or will prevent the Organization from performing all of its obligations under this Agreement.

H. Organization acknowledges and agrees that City maintains sole discretion over which entities receive Sponsorship Funds. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees, or benefits except as expressly provided for in this Agreement.

I. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

J. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state, and local governmental agency of competent jurisdiction.

K. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. Organization shall not have authority to act as an agent on behalf of the City.

L. Organization is not opposing the City in any pending or ongoing legal proceeding.

M. If there is a third party recipient for which Organization applied for Sponsorship Funds or to which Organization will provide Sponsorship Funds, that party is identified in the first paragraph of this Agreement as "Subrecipient;" the Subrecipient serves a public purpose or hosts,

manages or operates an activity that serves a public purpose; and the Subrecipient meets the requirements in the Sponsorship Guidelines.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such change is automatically incorporated into this Agreement without any action required of the Parties, and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XII. INDEMNIFICATION

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, PROPERTY DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION OR ANY SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE, IN PART, OR SOLELY BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

XIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors, employees, or other agent will violate or cause to be violated the City Ethics Ordinance, as amended, or will possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for the individual or others; particularly those with which such individual has a close family, business, or other similar association or relationship..

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which is related to or affects such individual's personal interest or the individual's interest in any corporation, partnership, or association either directly or indirectly.

XIV. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a political platform, ballot measure, or initiative, or refers to any person in or campaigning for public office.

XV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered, or certified, return receipt requested, or via hand-delivery, addressed to Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Denton, TX 76201	Denton County Friends of the Family Toni Johnson-Simpson 421 E. Oak St. Denton, TX 76210

Either party may change its mailing address by sending a written notice of change of address to the other at the above address by certified mail, return receipt requested.

XVI. MISCELLANEOUS

A. No Assignment. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties without the prior written approval of City.

B. Subcontracting. Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described herein. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. No Waiver by City. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. Insurance.

1. Organization shall, at a minimum, provide insurance as follows:
 - a. \$1,000,000 Commercial General Liability or \$1,000,000 Event Insurance, covering all events taking place on City-owned property,
 - b. \$500,000 Liquor/Dram Shop Liability for all events occurring on City-owned property where alcohol will be provided or served.
2. The City must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment by the City.
3. The City may require additional insurance and increased amounts for a Sponsored Activity as determined necessary by the City.

E. **LIMITATION OF LIABILITY.**

THE CITY ASSUMES NO LIABILITY FOR ORGANIZATION'S ACTIONS AND PERFORMANCE OF THE SPONSORED ACTIVITY, NOR ASSUMES RESPONSIBILITY FOR PAYMENTS, BONDS, TAXES, OR OTHER COMMITMENTS, IMPLIED OR EXPLICIT, BY OR FOR THE ORGANIZATION.

THE CITY IS NOT RESPONSIBLE TO PERFORM ANY ACTION RELATED TO THE SPONSORED ACTIVITY NOT EXPRESSLY PROVIDED FOR HEREIN. THE CITY DOES NOT WARRANT, PROMISE OR GUARANTEE ANY RESULTS RELATED TO THE SPONSORED ACTIVITY, INCLUDING WHETHER THE SPONSORED ACTIVITY SATISFIES OR ACCOMPLISHES THE OBJECTIVES OR PURPOSES OF THE ORGANIZATION.

IN NO EVENT SHALL THE CITY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORGANIZATION PURSUANT TO THIS AGREEMENT IN THE 90 DAY PERIOD PRECEDING THE SPONSORED ACTIVITY GIVING RISE TO THE CLAIM THE AMOUNT OF SPONSORSHIP FUNDS AWARDED, WHICHEVER IS LESS.

F. Entire Agreement. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

H. STATUTORY REQUIREMENTS

If the total amount of the Sponsorship Funds exceeds, or may exceed, one hundred thousand dollars (\$100,000), the Organization acknowledges and agrees to all of the following paragraphs:

- **Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. *By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization.* Failure to meet or maintain the requirements under this provision will be considered a material breach.

- **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2024 (“Effective Date”).

CITY OF DENTON, TEXAS

SARA HENSLEY,
CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

Denton County Friends of the Family

Executive Director

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

SIGNATURE
Chief Financial Officer
TITLE
Finance
DEPARTMENT

Jessica Williams
PRINTED NAME

EXHIBIT A

Denton County Friends of the Family
Cash Sponsorship
Fiscal Year 2024-2025
2025 Touch a Truck event

Cash Sponsorship	\$ 2,040
TOTAL	\$ 2,040

EXHIBIT B

Denton County Friends of the Family
In-kind Sponsorship
Estimate of City Services
Fiscal Year 2024-25
2025 Touch a Truck event

Police Personnel	\$ 1,272.50
Total Estimated Cost of City Services	\$ 1,275.50
In-Kind Sponsorship Award	\$ 1,120.00
Estimated Balance to be Invoiced to Organization	\$ 152.50



EXHIBIT C

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of grants and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

- A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
- B. Must demonstrate corporate good standing with the state of Texas at time of application;

- C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
- D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
- E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
- F. The applicant cannot represent a for-profit enterprise;

Community Engagement

- A. Must further a charitable cause, economic or community growth, or public interest;
- B. The event must serve to benefit the entire community;
- C. The event must be open to the public;
- D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

- A. The event must be held in a safe, accessible and family-friendly location;
- B. The event must support the City's mission, vision, and core values in a positive manner;
- C. The event must be compliant with the Special Events Ordinance;
- D. The event must be able to show proof of liability insurance.

An eligible organization may apply on behalf of another third-party organization. The third-party organization will become a subrecipient of funds and must meet all eligibility and Sponsorship requirements, except for tax status.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

- A. An executed contract with the City will be administered for the receipt of these funds.
 - i. Representatives from a subrecipient organization must be party to the contract and comply with all requirements.
- B. Events supported by the Sponsorship program must comply with all requirements of the Special Event ordinance and are responsible for submitting required documentation under the specified timelines and obtaining all applicable permits. Failure to submit all required documents per the required deadlines may result in being ineligible or not approved for Sponsorship in the following and/or future years.
- C. An event performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
- D. The City shall be listed as a sponsor for the supported event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

- E. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
- F. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee | Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	<p>Sponsorship request applications are accepted annually for community events taking place in the next fiscal year.</p> <p>The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.</p>
Deadline	<p>Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee.</p> <p>An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.</p>
Application Requirements	<p>Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete.</p> <ul style="list-style-type: none"> • Event organizer and/or organization contact details; • Proposed event, date(s), and location(s); • Anticipated attendance and historical attendance, if applicable; • Description and purpose of the event; • Statement of how the event benefits the community; • Statement of request and itemized in-kind services and resources; • Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable • Disclosure of other funding or support requested and/or received by the City

STEP 2 | Application Assessment

Assessment	<p>Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.</p>
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Value Allocation	<p>Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.</p>
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STEP 3 | Subcommittee Review and Recommendations

Review	<p>The applications that meet eligibility criteria will be delivered with the allocation report to City Council’s designated subcommittee for review and consideration for City Council recommendations.</p>
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During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council’s consideration.

Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City’s Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation Sub-committee’s recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Sponsorship requests can be approved as submitted, revised, or denied by City Review Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion The Grant Office will notify individual applicants of City Council’s approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City’s fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.

Award Funding of or City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent

In-Kind Services	on compliance with all applicable contract terms, permits, and ordinance requirements.
Special Event Process	All events receiving Sponsorship support must submit a Special Event application 60 days prior to the event start date. A Letter of Request for activities requiring City Council approval is required 90 days prior to the event date. All required Special Event permits must be obtained, and documents completed and submitted 30 days prior to the event start date. Failure to meet these timelines may result in a denial of an event permit.
Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	Event organizers are responsible for obtaining all required permits 30 days prior to the event start date. The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: <ul style="list-style-type: none"> • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization
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Subrecipient	A third-party organization receiving Sponsorship support passed-through an Applicant. Subrecipients are responsible for complying with all applicable Sponsorship and Special Event requirements.
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromise the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.
In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
Public Agency	<u>Public agency</u> refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.

EXHIBIT D



City of Denton Event Performance Report

Organization Name: _____

Name of Event: _____

Physical Address of the Event: _____

Contact Name: _____

Title: _____ Telephone: _____

Email: _____

Complete the following questions regarding your sponsored event

Event Date(s): _____

1. Event Summary

Please provide a short summary of your event

2. Changes to Event from Application

If our event was updated or changed in some way since you applied for sponsorship funding, please describe the changes that occurred.

3. Sponsorship type

Type of City Sponsorship received by your organization

Cash only Cash and In-Kind In-kind only

4. Sponsorship/In-Kind Sponsorship process

Overall satisfaction with the Sponsorship/In-Kind Sponsorship process?

5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

5. Special Events process

Overall Satisfaction with the Special Event process?

5=Very Satisfied 4=Satisfied 3=Neutral 2=Dissatisfied 1=Very Dissatisfied

5 4 3 2 1

Comments:

6. Special Event Guides

Do you agree the Special Events guide provided all of the information needed to navigate the process?

5=Strongly Agree 4=Agree 3=Neutral 2=Disagree 1=Strongly Disagree

5 4 3 2 1

Comments:

7. City Services provided

Select all services provided

Park / Park Facility

Park Personnel (maintenance and building attendants)

Police Personnel

Fire Personnel

Solid Waste Services

__ Other services not listed (please specify)_____

8. What was the estimated attendance of the event?

If multi-day event, estimated attendance by day

9. Number of vendors at the event

_____ Vendors based in Denton

_____ Vendors based outside of Denton

10. Public Safety/Police Coverage

a. Did you feel public safety/police coverage was adequate?

__Yes __No

Comments:

b. Was there a police related incident during your event?

__Yes __No

Comments:

11. Solid Waste services questions

a. Did you have adequate trash and recycling services?

__Yes __No

Comments:

b. Do you expect a changed in the solid waste services needed for next year's event?

Yes No

Comments:

12. Overall comments:

EXHIBIT E

City Official Community Partnership Event Attendance

PURPOSE AND SCOPE

This Standard Operating Procedure (SOP) will be followed to consolidate information on the availability of admission for and attendance of City Council Members and City Management (City Officials) for events that receive City funding as part of either the Sponsorship Program or the HOT Fund Program, collectively referred to as Community Partnership Grants (CPG) for this SOP.

ROLES AND RESPONSIBILITIES

- City Manager's Office: The City Manager's Office will liaise between organizations and City officials regarding event attendance and admission.
- City Officials: Refers to the Mayor, City Council Members, City Manager, Deputy City Manager, and Assistant City Manager(s) for the purposes of this SOP. City Officials will communicate proactively with the City Manager's Office to manage their event attendance and admission. All requests for attendance or admission must be included in the City's adopted operating budget and paid for with funds not otherwise restricted for use.
- Grants Management Office: The Grants Management Office will facilitate the financial transactions related to City Officials and organizations under this SOP and ensure the selection process and resulting contracts include the necessary provisions related to City Official attendance and admission.
- Awarded Organization: The awarded organization will uphold their contractual commitments to provide for the opportunity for the attendance of City Officials at applicable events.

PROCEDURE

Stage 1: Document the details of CPG related events.

- Organizations will provide details about any events that will be supported by CPG funds as part of their application.
- City Manager's Office will provide a list of approved CPG events, event dates, and associated cost for admission to the City Officials at the beginning of the fiscal year.
- The Grants Management Office will ensure appropriate language (below) is included in any CPG contract and reviewed by the City's legal department before it is considered for approval by the City Council with the contract appropriate language included (i.e. tickets vs. passes or other nouns for admittance).

"[Organization] shall make available for purchase by the City [(Number of City Officials)] [tickets, seats, passes, whatever noun is appropriate] at the regular price charged for/stated on the face of the ticket/pass up to thirty (30) days prior to the start of the event. HOT/Sponsorship Funds shall not be used to compensate [Organization] for [tickets, seats, passes, admission etc.] The payment from the City for [tickets, seats, passes, admission etc.] shall be made separately from any payment of the HOT/Sponsorship Funds provided to [Organization]. No HOT/Sponsorship Funds shall be use for [tickets, seats, passes, admission etc.] or for any other purpose not provided for in the Agreement. [tickets, seats, passes,

admission etc.] may not be provided to the City if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The City may not accept [tickets, seats, passes, admission etc.] if payment for such [tickets, seats, passes, admission etc.] is not made consistent with this paragraph. The process for admission purchase is outlined in Exhibit [X], City Official Community Partnership Event Attendance SOP.”

Stage 2: City officials request admission to event.

- City Officials shall notify the Senior Executive Assistant in the City Manager’s Office of their intent to attend the event no later than 30 days prior to the event.
 - The Senior Executive Assistant will request the purchase of event admission under object code 7723 in line with all applicable financial policies and while remaining within the approved expenditure appropriation.
 - The Senior Executive Assistant will notify the organization 30 days prior to the event of any unused admission authorization.
-

Stage 3: City staff record ticket usage information.

- The Senior Executive Assistant will keep a record of the purchased admission tickets, to include which City Official received the admission, which event admission was requested for attendance, the date of the request, the date of the purchase, and the total cost of admission tickets purchased in [document name].
 - The Senior Executive Assistant will provide the record of purchased admission and unused authorized admission to the Grants Management Office for inclusion in closeout reporting prior to the date such information is due to the Grants Management Office for presentation to the Community Partnership Committee.
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